FLAGSTAFF PULLIAM AIRPORT 6200 South Pulliam Drive, Suite 204 Flagstaff, AZ 86001 AIRCRAFT STORAGE PERMIT

Aircraft Storage Area Number		Effective Date		
Aircraft Make/Model/Registration#1		#2	#3	
Permittee(s) Name				
Permanent Address				
Phone Business	Residence	email		
Initial Monthly Fee \$	Security Deposit \$	GATE CA	RD #	

THE UNDERSIGNED PERMITTEE HEREBY REQUESTS SPACE AT THE FLAGSTAFF PULLIAM AIRPORT IN ORDER TO PARK OR HANGAR THE AIRCRAFT DESCRIBED ABOVE. THE CITY OF FLAGSTAFF (CITY) AND PERMITTEE AGREE TO THE FOLLOWING:

1. REGISTRATION

Permittee shall provide the City's Airport Manager with a copy of the permanent FAA Certificate of Registration for the aircraft to be stored under this Permit before occupying the aircraft parking and storage area ("Aircraft Storage Area"). If Permittee has a temporary registration, if any change of aircraft ownership occurs, or the aircraft is lost, stolen, or destroyed, Permittee shall have ninety (90) days in which to acquire a permanent registration or another aircraft before this Permit becomes null and void and/or is canceled. Registrations not in the name of the Permittee must be accompanied by a valid lease or other documentation found satisfactory to the Airport Manager.

2. COMPLIANCE

- A. Permittee shall abide by the most current Rules and Regulations of the Flagstaff Pulliam Airport, City of Flagstaff, federal and state statutes, and regulations of the Federal Aviation Administration. Permittee shall abide by federal, state and local environmental laws including those pertaining to the handling, discharge, release and dumping of hazardous substances.
- B. The Aircraft Storage Area is for storage of the aircraft specified above and other aviation related items provided nothing stored interferes with removal of the aircraft.
- C. If Permittee fails to maintain the Aircraft Storage Area as required herein, the City may take corrective action at the expense of the Permittee upon notification thereof.
- D. Airport Operations reserves the right to enter the Aircraft Storage Area at any time for fire, safety or maintenance purposes. Only locks provided by the City free of charge may be used on Aircraft Storage Area doors.
- E. Permittee agrees to keep the Aircraft Storage Area personnel door window uncovered at all times.
- F. Permittee understands that the Airport Manager has implemented a vehicle access policy with which Permittee agrees to comply.
- G. Permittee understands and agrees to pay a ten dollar (\$10.00) fee for replacement keys and all charges billed by a locksmith if re-keying is necessary, and further agrees to pay a twenty dollar (\$20.00) fee for each replacement gate access card.

3. FEE AND SECURITY DEPOSIT

- A. The fee and security deposit stated listed above are subject to periodic adjustment by the City, upon at least 30 days advance written notice. Permittee shall pay the appropriate fee in advance for each month the Aircraft Storage Area is assigned to the Permittee. Permittee shall remain liable for any damages to the Aircraft Storage Area in excess of the deposit but only if said damages were caused by the Permittee's negligence or willful misconduct.
- B. The fee shall be due on the first day of each month and shall be considered delinquent if not paid by the 10th calendar day of that month. Any delinquency beyond the 10th day may be grounds for cancellation of this Permit
- C. The Airport Manager may apply the security deposit against any and all costs incurred by the City for damage to the Aircraft Storage Area, but only if said damages were caused by the Permittee's negligence or

willful misconduct, for the costs of cleaning thereof upon termination of this Permit for any reason, for Permittee's failure to provide notice of termination under Section 14, and/or for any deficiency of fee payments. The Airport Manager shall return the remainder of the security deposit, if any, to the Permittee within thirty (30) days of any termination by either the City or the Permittee.

4. STRUCTURAL MODIFICATION

- A. No structural or electrical modifications, painting, or alterations may be made to the Aircraft Storage Area without the prior written approval of the Airport Manager.
- B. Any improvements made to the Aircraft Storage Area by or on behalf of the Permittee shall become the sole property of the City upon termination of this Permit.
- C. Permittee shall not attach any hoisting, winching, or holding mechanism to any part of the Aircraft Storage Area except as documented below, or pass any such mechanism over the beams or braces thereof. Floor mounted electrical retrieval winches may be installed in the Aircraft Storage Area with the prior written approval of the Airport Manager.

5. <u>ELECTRICAL APPLIANCES</u>

Limited electrical appliances are allowed in the Aircraft Storage Area. These include computers, portable fans, evaporative coolers, televisions, refrigerators, coffee makers, permitted electric space heaters, radios, powered tow bars, battery trickle chargers, vacuum cleaners, small air compressors and small hand tools associated with maintenance of the aircraft. Prohibited appliances include, but are not limited to, air conditioners, hot plates and stoves. No extension cords or appliances, except refrigerators and engine block heaters (see Section 6 below) shall remain connected to any electrical receptacle when the Aircraft Storage Area is unoccupied. Permittee shall not allow any person to use electrical power beyond the Aircraft Storage Area.

Electrical extension cords for use with portable equipment must be Underwriters Laboratory (UL) or Factory Manual (FM) approved heavy duty, three wire (two current carrying conductors and a grounding conductor), and they must be disconnected when not in use.

6. AIRCRAFT ENGINE HEATERS

The use of FAA approved permanently installed heaters is highly recommended since they generally use the least power and are the safest way to heat the engine.

- A. Electric dipstick heaters are acceptable if their number or size does not overload the electrical circuit.
- B. Combustion or resistance electric space heaters with visible heating elements or flame are acceptable but may not be left unattended while in operation.
- C. Heat lights or light bulbs may not be left unattended while in use for strictly heating purposes.
- D. Extension cords used in shades or outside tie downs must be routed in such a way so as not to interfere with other tenants, snow removal, other airport maintenance operations or other Aircraft Storage Areas.

7. MOTOR VEHICLES

- A. Parking of motor vehicles is permitted in the Aircraft Storage Area or covered tie downs while the aircraft is in use. Vehicles may be parked on the pavement adjacent to the Aircraft Storage Area to covered tie downs when the Aircraft Storage Area is occupied, provided taxiway access is not blocked.
- B. Vehicles shall be driven in the Aircraft Storage Area and ramp areas only by an insured, licensed driver who has passed the airport driving permit test, at a speed not to exceed the posted speed limit of fifteen (15) miles per hour.
- C. Vehicles under the Permittee's direct or indirect control driven in the Aircraft Storage Area and ramp areas shall have an automobile liability insurance policy with a minimum limit of \$100,000 combined single limit.
- D. Vehicle operators shall have in their possession proof of automobile insurance and drivers license and shall present these documents to the Airport Manager or the designee upon request.

8. ENGINE OPERATION

No aircraft shall be operated at the airport where the exhaust or propeller blast may cause injury to persons or damage property. If it is impossible to taxi or hover such aircraft without compliance with the above, the engine must be shut off and such aircraft towed to the destination or safe operating area. No aircraft shall be started in a Hangar or Shade.

9. PROPERTY DAMAGE, INDEMNIFICATION AND INSURANCE

- A. The City assumes no liability, except to the extent of the City's negligence, for damage to property or loss to aircraft or other personal property stored under this Permit. Aircraft and other personal property are stored at the Permittee's sole risk. Any insurance protecting Permittee's personal property against fire, theft or damage must be provided by the Permittee. This Permit shall not be construed as a bailment. Notwithstanding the aforementioned provisions, the City is liable for damage or loss to Permittee's property as a result of the negligence or willful misconduct of the City, its agents or employees.
- B. The Permittee covenants and agrees to indemnify, defend and hold the City, its officials, employees and agents harmless from and against any and all fines, suits, claims, demands, actions and causes of actions of any kind and nature for personal injury or death or property damage arising out of or in connection with any negligent or alleged negligent act or omission of the Permittee, its agents, employees, invitees or guests, on or in connection with its use of the Aircraft Storage Area.
- C. During the term of this Permit, the Permittee shall procure and maintain in full force and effect, and at the Permittee's sole cost and expense, liability insurance limits (at no less than \$1,000,000 Combined Single Limit (CSL) excluding passengers and per person sub-limits) to cover any loss or damage caused to person or property by use of the aircraft described herein within the Aircraft Storage Area by the Permittee. Upon execution of this Permit, the Permittee shall deliver a Certificate of Insurance from an insurance company acceptable to the City, evidencing coverages herein required and naming the City of Flagstaff, as an additional insured. The insurance policy shall further provide a minimum of 30 days prior written notice of any cancellation or expiration in the policy to the City of Flagstaff Airport Manager.
- D. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Permit. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Permittee from liabilities that might arise out of the Permit. The Permittee is free to purchase additional insurance as may be determined necessary by the Permittee.

10. MAINTENANCE

Aircraft maintenance is permitted in accordance with the following:

- A. Only the aircraft identified in this Permit may be maintained or repaired in the Aircraft Storage Area identified above.
- B. The Permittee agrees not to use the Aircraft Storage Area for any commercial maintenance work. Maintenance to aircraft is only permitted as long as such maintenance is accomplished on the Permittee's personal aircraft and in compliance with Federal Aviation Regulations, Arizona Revised Statutes, and Airport Rules and Regulations.

11. <u>ASSIGNMENT</u>

The Aircraft Storage Area designated above is permitted on a month-to-month basis for Permittee's aircraft storage only. Such space may not be sublet, assigned or otherwise transferred by the Permittee unless otherwise approved by the Airport Manager. If the Permittee will not be occupying the hangar for an extended period of time, Permittee may ask the Airport Manager to temporarily place another tenant in the space for that specified period of time but not less than three (3) consecutive months.

12. <u>AMENDMENT</u>

Except with respect to changes in fees, this Permit may be amended only in writing signed by the Airport Manager and the Permittee.

13. TERMINATION

A. This Permit may be cancelled by the Permittee upon thirty (30) days written notice. Permittee's failure to provide said 30-day notice may result in the forfeiture of all or partial security deposit.

B. Violations of any of the terms or conditions of this Permit or the Airport Rules and Regulations by the Permittee not resolved to the satisfaction of the Airport Manager within ten (10) days following notification of said violation (s), or within any extended time parameters as specified by the Airport Manager, shall constitute grounds for termination of this permit by the City.

14. APPEAL

Permittee shall have a maximum ten (10) business days from the receipt of a notice of termination of this Permit in which to file a written appeal to the City Manager.

15. NOTICE OF LIEN

The City shall have a possessory lien, as only allowed by state law, on property stored within the Aircraft Storage Area, if the monthly storage fee becomes one hundred eighty (180) days overdue from its initial due date.

Property stored within the Aircraft Storage Area may be sold by the City in a manner at the City's sole discretion to satisfy the lien if the Permittee is in default. In order to provide notice of sale to enforce the City's possessory lien, Permittee shall disclose any lienholder or secured parties who have an interest in the property that is or may be stored in the storage space.

16. NOTICE

All notices and requests required or authorized under this permit shall be in writing and delivered in person or by 1st class mail to the address for all parties as listed in this permit. If the notice is sent via 1st class mail, then ten (10) days after postmark shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within ten (10) days after the change.

PERMITTEE HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE PULLIAM AIRPORT RULES AND REGULATIONS AND BY SIGNATURE AGREES TO ABIDE BY THE TERMS OF THIS PERMIT AND THE FLAGSTAFF PULLIAM AIRPORT RULES AND REGULATIONS.

Permittee:	Date:
Airport Manager	Date: